

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM390308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAIRWAY GROUP ACQUISITION COMPANY		07/03/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Aktiengesellschaft (Ag): UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	3808727	THE WORLD'S GREATEST FOOD STORE	
Registration Number:	4038669	FAIRWAY WINES & SPIRITS	
Registration Number:	3693294	LIKE NO OTHER MARKET	
Registration Number:	3641830	FAIRWAY "LIKE NO OTHER MARKET"	
Registration Number:	3802023	DISCOVER MORE. SPEND LESS.	
Registration Number:	3693296	FAIRWAY	
Registration Number:	3931256	NEW YORK FAIRWAY	
Registration Number:	4052375	LIKE NO OTHER WINES & SPIRITS STORE	
Registration Number:	3861727	LIKE NO OTHER MARKET	
Registration Number:	3571345	LIKE NO OTHER MARKET	
Registration Number:	2431510	LIKE NO OTHER MARKET	
Registration Number:	2375537	LIKE NO OTHER MARKET	
Registration Number:	4168891	FAIRWAY WINES & SPIRITS	
Registration Number:	4052364	FAIRWAY WINES & SPIRITS	
Registration Number:	4176613	FAIRWAY WINES & SPIRITS	
Registration Number:	3931254	FAIRWAY OF NEW YORK	
Registration Number:	4217271	FAIRWAY MARKETPLACE	
Registration Number:	4217302	FAIRWAY MARKETPLACE	
Registration Number:	3951466	FAIRWAY LIKE NO OTHER MARKET	
TRADEMARK			

OP \$965.00 3808727

Property Type	Number	Word Mark
Registration Number:	3763826	FAIRWAY CAFÉ & STEAKHOUSE
Registration Number:	3641829	FAIRWAY CAFÉ
Registration Number:	3693295	FAIRWAY "LIKE NO OTHER MARKET"
Registration Number:	3545835	FAIRWAY "LIKE NO OTHER MARKET"
Registration Number:	4150646	FAIRWAY
Registration Number:	3861726	FAIRWAY
Registration Number:	3641831	FAIRWAY
Registration Number:	3552603	FAIRWAY
Registration Number:	3928817	"LIKE NO OTHER MARKET" FAIRWAY NEW YORK
Registration Number:	3931279	"LIKE NO OTHER MARKET" FAIRWAY NEW YORK
Registration Number:	4880744	EAT BIG LIVE LARGE
Registration Number:	4696552	FAIRWAY
Registration Number:	4450782	FAIRWAY
Registration Number:	4477288	ON OUR PLATE
Registration Number:	4017406	THE WORLD'S GREATEST WINES & SPIRITS STO
Registration Number:	4303984	CALLING ALL FOODIES
Registration Number:	4285110	FAIRWAY COMO NINGÚN OTRO MERCADO
Registration Number:	3931255	FAIRWAY NEW YORK
Registration Number:	4278448	FAIRWAY COMO NINGÚN OTRO MERCADO

CORRESPONDENCE DATA

Fax Number: 7045032622

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 704 503 2600

Email: vbantug@kslaw.com

Correspondent Name: KING & SPALDING

Address Line 1: 100 N TRYON STREET

Address Line 2: SUITE 3900

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	07/05/2016

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT, dated as of July 3, 2016 (this "Agreement"), among FAIRWAY GROUP ACQUISITION COMPANY, a Delaware corporation (the "Borrower"), and Collateral Agent (as defined below).

Reference is made to the Guarantee and Collateral Agreement dated as of July 3, 2016 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Fairway Group Holdings Corp. ("Holdings"), the Borrower, the subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Amended and Restated Credit Agreement dated as of July 3, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, Holdings, the lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent (in such capacity, the "Collateral Agent"). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Borrower, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Borrower or in which Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Borrower hereby acknowledges and

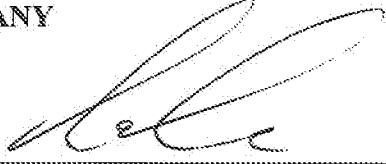
affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other customary means of electronic transmission (e.g., "pdf") shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**FAIRWAY GROUP ACQUISITION
COMPANY**

By: 
Name: Kevin McDonnell
Title: Co-President and Chief Operating
Officer

[Signature Page to Trademark Security Agreement]

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent,**

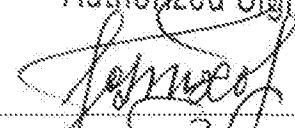
By: 

Name:

Didier Siffer

Title:

Authorized Signatory

By: 

Name:

Julia Bykhovskaia

Title:

Authorized Signatory

Schedule I

Fairway Group Acquisition Company Trademark Active List Report
As of July 3, 2016

Trademark	Status
RN: 3,808,727	Registered Supplemental Register June 22, 2010
RN:4,038,669	Registered October 11, 2011
RN:3,693,294	Registered October 6, 2009
RN:3,641,830	Registered June 23, 2009
RN:3,802,023	Registered June 15, 2010
RN:3,693,296	Registered October 6, 2009
RN:3,931,256	Registered March 15, 2011
RN:4,052,375	Registered November 8, 2011
RN:3,861,727	Registered October 12, 2010

Trademark	Status
RN:3,571,345	Registered February 10, 2009
RN:2,431,510	Renewed February 27, 2011
RN:2,375,537	Renewed August 8, 2010
RN:4,168,891	Registered July 3, 2012
RN:4,052,364	Registered November 8, 2011
RN:4,176,613	Registered July 17, 2012
RN:3,931,254	Registered March 15, 2011
RN:3,931,255	Registered March 15, 2011
RN:4,217,271	Registered October 2, 2012
RN:4,217,302	Registered October 2, 2012
RN:3,951,466	Registered April 26, 2011
RN:4,278,448	Registered January 22, 2013
SN:85-537212	Published November 20, 2012

Trademark	Status
RN:3,763,826	Registered March 23, 2010
RN:3,641,829	Registered June 23, 2009
RN:3,693,295	Registered October 6, 2009
RN:3,545,835	Registered December 16, 2008
RN:4,150,646	Registered May 29, 2012
RN:3,861,726	Registered October 12, 2010
RN:3,641,831	Registered June 23, 2009
RN:3,552,603	Registered December 30, 2008
SN:85-539735	Published January 1, 2013
RN:3,928,817	Registered March 8, 2011
RN:3,931,279	Registered March 15, 2011
RN: 4,880,744	Registered January 5, 2016
RN: 4,696,552	Registered March 3, 2015
RN: 4,450,782	Registered December 17,

Trademark	Status
	2013
RN: 4,477,288	Registered February 4, 2014
RN: 4,017,406	Registered August 23, 2011
RN: 4,303,984	Registered March 19, 2013
RN: 4,285,110	Registered February 5, 2013

TRADEMARK

REEL: 005828 FRAME: 0318

RECORDED: 07/05/2016